

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-2318-1939		PAGE 1 OF 44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS				b. TELEPHONE NUMBER(No Collect Calls) 410-962-3987	
9. ISSUED BY  CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX:		CODE CA31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 1542 SIZE STANDARD: \$28.5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR    TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA(SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		

FFP

Transmission Main Improvement Project (Falls Church Valve Replacement) in accordance with the attached "Statement of Work".

Technical P.O.C. Dave McGregor @ (202) 764-2799

P.O.C. (Contracting Office) Sandy Wicks @ (410) 962-3987

Fax # (410) 962-0933

PURCHASE REQUEST NUMBER: 96311M-2318-1939

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 NET AMT

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I Definitions (Dec 2001) --Alternate I

MAY 2001

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-7 Alt I	Allowable Cost and Payment (Feb 2002) - Alternate I	FEB 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-3	Continuity Of Services	JAN 1991
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

### (a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

#### 52.211-7 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)

- (a) This solicitation includes Government-unique standards. The offeror may propose voluntary consensus standards that meet the Government's requirements as alternatives to the Government-unique standards. The Government will accept use of the voluntary consensus standard instead of the Government-unique standard if it meets the Government's requirements unless inconsistent with law or otherwise impractical.
- (b) If an alternative standard is proposed, the offeror must furnish data and/or information regarding the alternative in sufficient detail for the Government to determine if it meets the Government's requirements. Acceptance of the alternative standard is a unilateral decision made solely at the discretion of the Government.
- (c) Offers that do not comply with the Government-unique standards specified in this solicitation may be determined to be nonresponsive or unacceptable. The offeror may submit an offer that complies with the Government-unique standards specified in this solicitation, in addition to any proposed alternative standard(s).

(End of provision)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

## 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

## 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

## 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....  
 Domestic construction material...

## Item 2

Foreign construction material....  
 Domestic construction material...

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 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

## 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within            days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)



## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(c) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

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(End of provision)

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. DC020003 dated 29 November 2002

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

General Decision Number DC020003

General Decision Number DC020003

Superseded General Decision No. DC010003

State: WASHINGTON, D.C.

Construction Type:

BUILDING

County(ies):

WASHINGTON, D.C.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	03/08/2002
2	04/12/2002
3	05/03/2002
4	05/24/2002
5	06/07/2002
6	07/05/2002
7	07/12/2002
8	07/26/2002
9	08/23/2002
10	09/27/2002
11	10/04/2002
12	10/18/2002
13	11/29/2002

COUNTY(ies):

WASHINGTON, D.C.

ASBE0024A 03/01/2002

Rates

Fringes

ASBESTOS WORKERS/HEAT AND FROST  
INSULATORS

Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.

24.02

8.13

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ASBE0024B 03/01/2002

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	13.00	3.08
<hr/>		
BRDC0001A 04/28/2002		
BRICKLAYERS	23.75	5.37
<hr/>		
CARPO132L 05/01/2002		
CARPENTERS (Including Drywall Hanging)	21.57	3.76
PILEDRIERS	19.95	4.50
<hr/>		
* ELEC0026C 09/02/2002		
COMMUNICATION TECHNICIANS	20.60	5.09
SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V SAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).		
WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.		
<hr/>		
* ELEC0026T 11/04/2002		
ELECTRICIANS (Excluding Communication Low Voltage Wiring)	28.35	7.77 + 3%
<hr/>		
ENG100770 05/01/2002		
POWER EQUIPMENT OPERATORS		
Cranes (35 tons and over)	23.29	5.12+a
Cranes (under 35 tons)	22.83	5.12+a
Piledrivers	22.83	5.12+a

Boom Trucks	22.12	5.12+a
Forklifts	16.00	5.12+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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IRON0005A 06/01/2002

	Rates	Fringes
IRONWORKERS:		
Structural, Ornamental and Chain Link Fence	23.23	8.605

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IRON0201C 05/01/2002

	Rates	Fringes
IRONWORKERS, REINFORCING	22.15	9.05

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LAB00074A 06/01/2002

	Rates	Fringes
LABORERS:		
Skilled Laborers	16.66	2.95

SKILLED LABORERS:

Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

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LAB00456S 06/01/2002

	Rates	Fringes
LABORERS:		
Mason Tenders, Brick	13.28	2.95
Mortarmen, Scaffold Builders	13.93	2.95

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MARB0002C 05/01/2002

	Rates	Fringes
MARBLE & STONE MASONS (INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures;		

EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)).	25.92	8.55
<hr/>		
MARB0003I 05/01/2002		
	Rates	Fringes
MOSAIC and TERRAZZO WORKERS, TILE LAYERS	19.98	7.48
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MARB0003O 05/01/2002		
	Rates	Fringes
MARBLE, TILE and TERRAZZO FINISHERS	16.42	6.52
<hr/>		
PAIN0051D 06/16/2002		
	Rates	Fringes
GLAZIERS		
Contracts over \$2,000,000	22.26	6.09
Contracts \$2,000,000 and under	21.06	6.09
<hr/>		
PAIN0051M 06/16/2002		
	Rates	Fringes
PAINTERS:		
Brush, Roller, Spray and Drywall Finishers	21.14	5.92
<hr/>		
PLAS0891C 05/01/2002		
	Rates	Fringes
CEMENT MASONS	21.87	3.895
<hr/>		
PLUM0005I 08/01/2002		
	Rates	Fringes
PLUMBERS:		
Apartment Buildings over 4 stories (except hotels)	18.03	6.09
ALL Other Work	27.67	9.24
<hr/>		
PLUM0602F 08/01/2002		
	Rates	Fringes
STEAMFITTERS, REFRIGERATION AND AIR CONDITIONING MECHANICS (Including HVAC Pipe Work)	27.52	9.37+a
a. PAID HOLIDAYS: New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving Day, Labor Day and Christmas Day.		
<hr/>		
SFDC0669A 04/01/2002		
	Rates	Fringes
SPRINKLER FITTERS	26.30	7.05
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SHEE0100B 07/01/2002		
	Rates	Fringes

SHEET METAL WORKERS (Including HVAC Duct Work)	26.88	8.06
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SUDC1003A 04/12/2000

	Rates	Fringes
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LABORERS:

Unskilled

11.83	2.23
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POINTERS, CAULKERS, CLEANERS

(INCLUDES pointing, caulking  
and cleaning of existing  
masonry, brick, stone and  
cement structures (restoration  
work); EXCLUDES pointing,  
caulking and cleaning of new  
or replacement masonry, brick,  
stone and cement)

20.00

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WELDERS – Receive rate prescribed for craft performing operation  
to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.



Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

#### .COVERED AREAS. and MINORITY GOALS

DC District of Columbia; MD Charles; MD Montgomery, MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William; VA Alexandria; VA Fairfax City; VA Falls Church

Minority Goals – 28.0%

Female Goals – 6.9%

STATEMENT OF WORK

**Statement Of Work**

**1. Description of Work:**

**1.1 Project title:** Strengthening Transmission Mains Phase III, Replacement of Falls Church Valves.

**1.1 Work to be Completed:** The Contractor shall furnish all labor, equipment, and materials other than materials provided by the Government, to replace two 30" butterfly valves and actuators, install ancillary electrical controls in the Falls Church Valve Vault and execute site work. The Government will provide valves, fittings, electric actuators, valve control boxes etc. according to the list of materials attached (Attachment A.)

**1.2 Work Site:** The location of work to be completed is the Dalecarlia Water Treatment Plant at 5900 MacArthur Boulevard, NW, Washington, DC 20016.

**1.3 Contract Period:** The Contract Period shall be 70 calendar days. However, all work should be completed three weeks after the pipes are placed back in service.

**1.4 Contact:** Any questions on the technical specifications, site visits or physical layout prior to delivery should be addressed to:

Mr. Albert Tang  
(alt. Ms. Patty Gamby)  
5900 MacArthur Boulevard, NW  
Washington, DC 20016  
Ph. (202)764-2640 or -2639

**2 Submittals:** The Contractor shall submit to the Government for approval four sets of descriptive material to describe the following:

- Method to be used for valve replacement
- Employee safety programs

### **3 Technical Specifications:**

#### **3.1 Preparation**

**3.1.1** The Contractor shall take the Government provided materials from Washington Aqueduct warehouse, and verify that they are in good working order. The Contractor shall inform the Contracting Officer immediately of any item which appears on the list but is missing or has deteriorated and rendered unusable.

#### **3.2 Payment**

**3.2.1** Payment shall be lump sum in accordance with the PRICE SCHEDULE, to include all costs necessary for completion of the contract.

#### **3.3 Shutdown period**

**3.3.1** Shutdown of the existing pipeline to execute valve replacement will occur anytime within the Contract Period. The Contracting Officer will give the Contractor a minimum of two weeks notice for the shutdown. However, the Contracting Officer reserves the right to cancel a scheduled shutdown if conditions warrant. No compensation for the cancellation shall be considered except for a possible time extension.

**3.3.2** The shutdown period shall be measured from the time when the Contracting Officer signals that the Contractor can start removing the first piece of pipe to the time when both pipes in the Vault are placed back into service. This shutdown period is limited to a maximum of 16

hours. The Contractor shall work continuously during the shutdown period to complete the work.

### **3.4 Execution**

**3.4.1** The Contractor shall execute the work in accordance with the Contract Drawings and Specification section attached.

**3.4.2** The Contractor shall install the following electrical equipment in the vault:

- a) Run one ¾" PVC conduit with #14 wires to each of the 2 valve control boxes from the existing valves 8-300 and 8-301A control panels located on the east wall in the Falls Church vault. Length of conduit shall be approximately 20' each. (Note: These conduits and wires are not on the list of Government provided materials.)
- b) The new valve control boxes for valve 8-300 and 8-301A shall be mounted at the top of the west and east walls respectively.
- c) Each new valve control box shall contain a key operated switch instead of the existing valve control panel push button switch. The key operated switches and indicator lights shall be mounted on the weatherproof enclosures. Wiring shall be copper with moisture resistant insulation suitable for wet locations. The Contractor shall make all necessary connections.
- d) The valve control boxes shall be clearly labeled as shown.
- e) All conduit penetrations shall be sealed.
- f) The Contractor shall coordinate with Mr. Rick Boyer, Electric Unit Foreman, at 202-764-0847 for power outages needed for installing the valve control boxes.
- g) The power supply to the electric actuators will be 3 Phase 230 volt. 60 Hz.

**3.4.3** Pressure test, leakage test and disinfection of water piping:

Pressure test and leakage test shall be performed in accordance with American Waterworks Standards AWWA C 600 and C 651, except that these tests shall be performed at working pressure. If, according to the Contracting Officer, water blown off from the open pipes may backflow into the pipe, the vault shall be disinfected per AWWA C 651 Section 10.1 therein. When the valves have been removed, the Contractor shall plug the open pipe ends until the new valves are ready to be installed, to prevent foreign matter from entering the pipelines. The interior of the new and existing pipes and fittings in the vault shall be thoroughly cleaned and disinfected by swabbing or spraying with a 1 percent hypochlorite solution.

**3.4.4** The Contractor shall operate the valves and electrical components to demonstrate satisfactory operation.

**3.4.5** Contractor shall restore the vault and site as indicated.

### **3.5 Warranty:**

- 3.5.1** The Contractor shall warrant all work performed under this contract against defects in contractor supplied material and workmanship for a period of one (1) year from final acceptance of the work, except for defects of the Government provided materials.
- 3.5.2** The Contractor shall promptly remedy, at his own expense, the defects under warranty.

## Attachment A

### Government Furnished Equipment

300lb Green Ring Gasket 30"	4	EA
30" 150lb Black Ribbed Ring Gasket (flg. Type)	4	EA
30" 250lb Flg X 150lb Flg Adaptor Spool 1'-6" Long	2	EA
30" 150lb Flg X PE DIP Pipe X 3'6" Long	2	EA
30" 150lb Butterfly Valve	2	EA
Mega Flex Restraining Plates	12	EA
Dresser Coupling w/S,S, Bolts and Gaskets	2	EA
1-3/4" X 8-1/2" S.S. Bolts	30	EA
1-3/4" S.S. Nuts	30	EA
1-1/2" S.S. A1 Thread Rod 6' Long	12	EA
1-1/2" S.S. Nuts	48	EA
1-1/4" X 7-1/2" S.S. Bolts	24	EA
1-1/4" X 6-1/2" S.S. Bolts	56	EA
1-1/4" X 6" S.S. A1 Thread Studs	32	EA
1-1/4 S.S. Nuts	112	EA
Limitorque L 120-20/7.5/1800-NCU-DR1 3/60/230 Actuator	2	EA
FA14 Mounting Flanges	2	EA
Mounting Flange to Valve Allen Head Bolts (4 ea/set) w/Key Stop	2	Sets
Actuator Mounting Hex Head Bolts (4 ea/set)	2	Sets

## SECTION 02300

## EARTHWORK

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASMT C 136	(1996) Sieve Analysis of Fine and Coarse Aggregate
ASTM D 422	(1963; R 1990) Particle-Size Analysis of Soils
ASTM D 1140	(1992) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2167	(1994) Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 2937	(1994) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(1988; R 1993) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	(1995a) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

## 1.2 DEFINITIONS

## 1.2.1 Safety Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SC, SW-SC, SP-SM, CL, ML, CL-ML, CH, MH. Satisfactory

materials for grading shall be comprised of stones less than 8 inches; except for fill material for pavements and railroads which shall be comprised of stones less than 3 inches in any dimension.

#### 1.2.2 Unsatisfactory Materials

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any contaminated materials.

#### 1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are nonplastic. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

#### 1.2.4 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated as a percent of laboratory maximum density.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identified the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES.

#### SD-08 Statements

Earthwork; G WA

Procedure and location for disposal of unused satisfactory material. Proposed source of borrow material.

#### SD-09 Reports

Testing; G WA

Within 24 hours of conclusion of physical tests, 2 copies of test results, including calibration curves and results of calibration tests.

### 1.4 CLASSIFICATION OF EXCAVATION

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

#### 1.4.1 Common Excavation

Common excavation shall include the satisfactory removal and disposal of all materials.

### 1.5 BLASTING



Blasting shall not be performed.

#### 1.6 UTILIZATION OF EXCAVATED MATERIALS

Unsatisfactory materials removed from excavations shall be disposed of in designated waste disposal or spoil areas. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in designated areas approved for surplus material storage or designated waste areas as directed. Newly designated waste area on Government-controlled land shall be cleared and grubbed before disposal of waste material thereon. Coarse rock from excavations shall be stockpiled and used for constructing slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 STRIPPING OF TOPSOIL

Where indicated or directed, topsoil shall be stripped to a depth of 6 inches. Topsoil shall be spread on areas already graded and prepared for topsoil, or transported and deposited in stockpiles convenient to area that are to receive application of the topsoil later, or at locations indicated or specified. Topsoil shall be kept separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 2 inches in diameter, and other materials that would interfere with planting and maintenance operations. Any surplus of topsoil from excavation and grading shall be stockpiled in locations indicated.

##### 3.2 GENERAL EXCAVATION

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the typical sections shown and the tolerances specified in paragraph FINISHING. Satisfactory excavated materials shall be transported to and placed in fill or embankment within the limits of the work. Unsatisfactory materials encountered within the limits of the work shall be excavated below grade and replaced with satisfactory materials as directed. Such excavated material and the satisfactory material ordered as replacement shall be included in excavation. Surplus satisfactory excavated material not required for fill or embankment shall be disposed of in areas approved for surplus material storage or designated waste areas. Unsatisfactory excavated material shall be disposed of in designated waste or spoil areas. During construction, excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. Material required for fill embankment in excess of that produced by excavation within the grading limits shall be excavated from the borrow areas indicated or from other approved areas selected by the Contractor as specified.

##### 3.3 SELECTION OF BORROW MATERIAL

Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from the borrow areas shown or from other approved sources, either private or within the limits of the project site, selected by the Contractor. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Borrow material from approved sources on Government-controlled land may be obtained without payment of royalties. Unless specifically provided, no borrow shall be obtained within the limits of the project site without

prior written approval. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation.

### 3.4 OPENING AND DRAINAGE OF EXCAVATION AND BORROW PITS

The Contractor shall notify the Contracting Officer sufficiently in advance of the opening of any excavation or borrow pit to permit elevations and measurements of the undisturbed ground surface to be taken. Except as otherwise permitted, borrow pits and other excavation areas shall be excavated providing adequate drainage. Overburden and other spoil material shall be transported to designated spoil areas or otherwise disposed of as directed. Borrow pits shall be neatly trimmed and drained after the excavation is completed. The Contractor shall ensure that excavation of any area, operation of borrow pits, or dumping of spoil material results in minimum detrimental effects on natural environmental conditions.

### 3.5 BACKFILL

Backfill adjacent to any and all types of structures shall be placed and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials. Compaction requirements for backfill materials shall also conform to the applicable portions of paragraphs EMBANKMENTS and SUBGRADE PREPARATION. Compaction shall be accomplished by sheepfoot rollers, pneumatic-tired wheeled rollers, vibratory compactors, or other approved equipment.

### 3.6 SUBGRADE PREPARATION

#### 3.6.1 Construction

Subgrade shall be shaped to line, grade, and cross section, and compacted as specified. This operation shall include plowing, disking, and any moistening or aerating required to obtain specified compaction. Soft or otherwise unsatisfactory material shall be removed and replaced with satisfactory excavated material or other approved material as directed. Low areas resulting from removal of unsatisfactory material or excavation of concrete fill shall be brought up to required grade with satisfactory materials, and the entire subgrade shall be shaped to line, grade, and cross section and compacted as specified. The elevation of the finish subgrade shall not vary more than 0.05 feet from the established grade and cross section.

#### 3.6.2 Compaction

Compaction shall be accomplished by vibratory compactors, or other approved equipment. Except for paved areas and railroads, each layer of the embankment shall be compacted to at least 95 percent of laboratory maximum density.

### 3.7 FINISHING

The surface of excavations, embankments, and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 0.1 foot of the grades and elevations indicated except that the degree of finish for subgrades shall be specified in paragraph SUBGRADE PREPARATION. Gutters and ditches shall be finished in a manner that will result in effective drainage. The surface of areas to be turfed shall be finished to a smoothness suitable for the application of turfing materials.

### 3.8 PLACING TOPSOIL

On areas to receive topsoil, the compacted subgrade soil shall be scarified to a 2-inch depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly to a thickness of 6 inches and graded to the elevations and slopes

shown. Topsoil shall not be spread when frozen or excessively wet or dry. Material required for topsoil in excess of that produced by excavation within the grading limits shall be obtained from offsite areas.

### 3.9 TESTING

Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. If the Contractor elects to establish testing facilities, no work requiring testing will be permitted until the Contractor's facilities have been inspected and approved by the Contracting Officer. The first inspection will be at the expense of the Government. Cost incurred for any subsequent inspections required because of failure of the first inspection will be charged to the Contractor. Field in-place density shall be determined in accordance with ASTM D 1556. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompact to meet specification requirements. Tests on recommended areas shall be performed to determine conformance with specification requirement. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

#### 3.9.1 Fill and Backfill Material Gradation

One test per 10 cubic yards stockpiled or in-place source material. Gradation of fill and backfill material shall be determined in accordance with ASTM C 136.

#### 3.9.2 In-Place Densities

- a. One test per 200 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by other than hand-operated machines.
- b. One test per 200 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by hand-operated machines.

#### 3.9.3 Check Tests on In-Place Densities

If ASTM D 2922 is used, in-place densities shall be checked by ASTM D 1556 as follows:

- a. One check per lift for each 400 square feet, or fraction thereof, of each lift or backfill compacted by other than hand-operated machines.
- b. One check test per lift for each 400 square feet, of fill or backfill areas compacted by hand-operated machines.

#### 3.9.4 Moisture Contents

In the stockpile, excavation, or borrow areas, a minimum of two tests per day per type of material or source of material being placed during stable weather conditions shall be performed. During unstable weather, tests shall be made as dictated by local conditions and approved by the Contracting Officer.

#### 3.9.5 Optimum Moisture and Laboratory Maximum Density

Tests shall be made for each type material or source of material including borrow material to determine the optimum and laboratory maximum density values. One representative test per 100 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

### 3.10 SUBGRADE AND EMBANKMENT PROTECTION

During construction, embankments and excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain effectively at all times. The finished subgrade shall not be disturbed by traffic or other operation and shall be protected and maintained by the Contractor in a satisfactory condition until ballast, subbase, base, or pavement is placed. The storage or stockpiling of materials on the finished subgrade will not be permitted.

-- End of Section --

## SECTION 09900

## PAINTING, GENERAL

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

ACGH-02	(1996) Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices
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## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3274	(1995) Evaluating Degree of Surface Disfigurement of Paint Films by Microbial (Fungal or Algal) Growth or Soil and Dirt Accumulation
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ASTM D 4214	(1989) Evaluating the Degree of Chalking of Exterior Paint Films
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## COMMERICAL ITEM DESCRIPTION (CID)

CID A-A-1500	(Rev A) Sealer, Surface (Latex Block Filler)
CID A-A-2834	(Rev A) Urethane, Waterborne (Low VOC, Clear)
CID A-A-2867	(Basic) Coating, Polyurethane, Single Component Moisture Cure, Aliphatic
CID A-A-2962	(Basic) Enamel, Alkyd

## FEDERAL SPECIFICATIONS (FS)

FS TT-C-542	(Rev E) Coating, Polyurethane, Oil-Free, Moisture Curing
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## STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 5	(1995) Zinc Dust, Zinc Oxide and Phenolic Varnish Paint
SSPC Paint 18	(1991) Chlorinated Rubber Intermediate Coat Paint

SSPC Paint 20	(1991) Zinc-Rich Primers (Type I – Inorganic and Type II – Organic)
SSPC Paint 23	(1982) Latex Primer for Steel Surfaces
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)
SSPC SP 1	(1982) Solvent Cleaning
SSPC SP 2	(1995) Hand Tool Cleaning
SSPC SP 3	(1995) Power Tool Cleaning
SSPC SP 6	(1994) Commercial Blast Cleaning
SSPC SP 7	(1994) Brush-Off Blast Cleaning

## 1.2 SUBMITTALS

Government approval is required for submittals with a “G” designation; submittals not having a “G” designation are for information only or as otherwise designated. When used, a designation following the “G” designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

### SD-01 Data

#### Paint; G WA

The names, quantity represented, and intended use for the proprietary brands of materials proposed to be substituted for the specified materials when the required quantity of a particular batch is 50 gallons or less regardless of quantities in states where VOC content limitations apply.

### SD-06 Instructions

#### Mixing and Thinning; G WA. Application; G WA

Manufacturer’s current printed product description, material safety data sheets (MSDS) and technical data sheets for each coating system. Detailed mixing, thinning and application instructions, minimum and maximum application temperature, and curing and drying times between coats for epoxy, moisture-curing polyurethane, and liquid glaze coatings. Detailed application instructions for textured coatings shall be provided.

### SD-13 Certificates

#### Lead; G WA. Mildewcide and Insecticide; G WA. Volatile Organic Compound (VOC) Content; G WA.

Certificate stating that paints for interior use contain no mercurial mildewcide or insecticide. Certificates stated that paints proposed for use contain not more than 0.06 percent lead by weight of the total nonvolatile. Certificate stating that paints proposed for use meet Federal VOC regulations and those of the local Air Pollution Control Districts having jurisdiction over the geographical area in which the project is located.

## 1.3 PACKAGING, LABELING, AND STORING

Paints shall be in sealed containers that legibly show the designated name, formula or specification number, batch number, color, quantity, date of manufacture, manufacturer's formulation number, manufacturer's directions including any warnings and special precautions, and name of manufacturer. Pigmented paints shall be furnished in containers not larger than 5 gallons. Paints and thinner shall be stored in accordance with the manufacturer's written directions and as a minimum stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors and at temperatures between 40 and 95 degrees F. Paints shall be stored on the project site or segregated at the source of supply sufficiently in advance of need to allow 30 days for testing.

#### 1.4 APPROVAL OF MATERIALS

When samples are tested, approval of materials will be based on tests of the samples; otherwise, materials will be approved based on test reports furnished with them. If materials are approved based on test reports furnished, samples will be retained by the Government for testing should the materials appear defective during or after application. In addition to any other remedies under the contract the cost of retesting defective materials will be at the Contractor's expense.

#### 1.5 ENVIRONMENTAL CONDITIONS

Unless otherwise recommended by the paint manufacturer, the ambient temperature shall be between 45 and 95 degrees F when applying coatings other than water-thinned, epoxy, and moisture-curing polyurethane coatings. Water-thinned coatings shall be applied only when ambient temperature is between 50 and 90 degrees F. Epoxy, and moisture-curing polyurethane coating shall be applied only within the minimum and maximum temperatures recommended by the coating manufacturer. Moisture-curing polyurethane shall not be applied when the relative humidity is below 30 percent.

#### 1.6 SAFETY AND HEALTH

Work shall comply with applicable Federal, State, and local laws and regulations.

##### 1.6.1 Worker Exposures

Exposure of workers to hazardous chemical substances shall not exceed limits established by ACGIH-02, or as required by a more stringent applicable regulation.

##### 1.6.2 Toxic Compounds

Toxic procedures having ineffective physiological warning properties, such as no or low odor or irritation levels, shall not be used unless approved by the Contracting Officer.

##### 1.6.3 Training

Workers having access to a affected work area shall be informed of the contents of the applicable material data safety sheets (MDSS) and shall be informed of potential health and safety hazard and protective controls associated with materials used on the project. An affected work area is one, which may receive mists and odors from the painting operations. Workers involved in preparation, painting and clean up shall be trained in the safe handling and application, and the exposure limit, for each material, which the worker will use in the project. Personnel having a need to use respirators and masks shall be instructed in the use and the maintenance of such equipment.

## PART 2 PRODUCTS

## 2.1 PAINT

The term "paint" as used herein includes emulsion, enamels, paints, stains, varnishes, sealers, cement-emulsion filler, and other coatings, whether used as prime, intermediate, or finish coat. Paint shall conform to the requirements listed in the painting schedules at the end of this section, except when the required amount of a material of a particular batch is 50 gallons or less, an approved first-line proprietary paint material with similar intended formulation, usage and color to that specified may be used. Additional requirements are as follows:

### 2.1.1 Colors and Tints

Colors shall be as selected from manufacturer's standard colors, as indicated. Manufacturer's standard color is for identification of color only. Tinting of epoxy and urethane paints shall be done by the manufacturer. Stains shall conform in shade to manufacturer's standard color. The color of the undercoats shall vary slightly from the color of the next coat.

### 2.1.2 Mildewcide and Insecticide

Paint specified for all coats applied to fabrics and vapor barrier jackets over insulation shall contain a mildewcide that will not adversely affect the color, texture, or durability of the coating. The mildewcide shall be incorporated into the paint by the manufacturer and shall attain a surface disfigurement rating of 8 or greater when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Mercurial mildewcide shall not be used in interior paint. Insecticides shall not be used in paint.

### 2.1.3 Lead

Paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal) shall not be used.

### 2.1.4 Chromium

Paints containing zinc chromate or strontium chromate pigments shall not be used.

### 2.1.5 Volatile Organic Compound (VOC) Content

Paints shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards and shall conform to the restrictions of the local air pollution control authority.

## PART 3 EXECUTION

### 3.1 PROTECTION OF AREAS NOT TO BE PAINTED

Items not to be painted which are in contact with or adjacent to painted surfaces shall be removed or protected prior to surface preparation and painting operations. Items removed prior to painting shall be replaced when painting is completed. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Surfaces contaminated by coating materials shall be restored to original condition.

### 3.2 SURFACE PREPARATION

Surfaces to be painted shall be clean and free of foreign matter before application of paint or surface treatments. Oil and grease shall be removed prior to mechanical cleaning. Cleaning shall be programmed so that dust and other contaminants will not fall on wet, newly painted surfaces. Exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints shall be spot-primed with a suitable corrosion-



inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas.

### 3.2.1 Ferrous Surfaces

Ferrous surfaces including those that have been shop-coated shall be solvent-cleaned or detergent-washed in accordance with SSPC SP 1. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be cleaned mechanically with hand tools according to SSPC SP 2, power tools according to SSPC SP 3 or by sandblasting according to SSPC SP 7. Shop-coated ferrous surfaces will be protected from corrosion by treating and touching up corroded areas immediately upon detection.

### 3.2.2 Nonferrous Metallic Surfaces

Galvanized, aluminum and aluminum-alloy, lead, copper, and other nonferrous metal surfaces shall be solvent-cleaned or detergent-washed in accordance with SSPC SP 1.

### 3.2.3 Mastic-Type Surfaces

Mastic-type surfaces shall be prepared by removing foreign material.

### 3.2.4 Previously Painted Surfaces

Previously painted surfaces specified to be repainted damaged during construction shall be thoroughly cleaned of all grease, dirt, dust or other foreign matter. Blistering, cracking, flaking and peeling or other deteriorated coatings shall be removed. Slick surfaces shall be roughened. Damaged areas such as, but not limited to, nail holes, cracks, chips, and spalls shall be repaired with suitable material to match adjacent undamaged areas. Edges of chipped paint shall be feather edged and sanded smooth. Rusty metal surfaces shall be cleaned as per SSPC requirements. Solvent, mechanical, or chemical cleaning methods shall be used to provide surfaces suitable for painting. Chalk shall be removed so that when tested in accordance with ASTM D 4214, the chalk resistance is less than 8. New, proposed coatings shall be compatible with existing coatings. If existing surfaces are glossy, the gloss shall be reduced. Contractor shall evaluate existing painting for hazardous conditions such as lead content.

## 3.3 MIXING AND THINNING

When thinning is approved as necessary to suit surface, temperature, weather conditions, or application methods, paints may be thinned in accordance with the manufacturer's directions. When thinning is allowed, paints shall be thinned immediately prior to application with not more than 1 pint of suitable thinner per gallon. The use of thinner shall not relieve the Contractor from obtaining complete hiding, full film thickness, or required gloss. Thinning shall not cause the paint to exceed limits on volatile organic compounds. Paints of different manufacturers shall not be mixed.

## 3.4 APPLICATION

Painting practices shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards. Unless otherwise specified or recommended by the paint manufacturer, paint may be applied by brush, roller, or spray. At the time of application, paint shall show no signs of deterioration. Uniform suspension of pigments shall be maintained during application. Each coat of paint shall be applied so dry film shall be uniform thickness and free from runs, drops, ridges waves, pinholes or other voids, laps, brush marks, and variations in color, texture, and finish. Hiding shall be complete. Rollers for applying paints and enamels shall be of a type designed for the coating to be applied and the surface to be coated. Special attention shall be given to insure that all edges, corners, crevices, welds, and rivets receive a film thickness equal to that of adjacent painted surfaces. Paints, except water-thinned types, shall be applied only to surfaces that are completely free of moisture as determined by sight or touch.

#### 3.4.1 Ventilation

Affected areas shall be ventilated during paint application so that workers exposure to chemical substances shall not exceed limits as established by ACGIH-02, or as required by a more stringent applicable regulation. Interior work zones having a volume of 10,000 cubic feet or less shall be ventilated at a minimum of 2 air exchanges per hour. Ventilation in larger work zones shall be maintained by means of mechanical exhaust. Solvent vapors shall be exhausted outdoors, away from air intakes and workers. Return air inlets in the work zone shall be temporarily sealed before start of work until the coatings have dried.

#### 3.4.2 Respirators

Operators and personnel in the vicinity of operating paint sprayers shall wear respirators.

#### 3.4.3 First Coat

The first coat on plaster, gypsum wallboard, and other surfaces shall include repeated touching up of suction spots or overall application of primer or sealer to produce uniform color and gloss. Excess sealer shall be wiped off after each application. The first coat on both faces of wood doors shall be applied at essentially the same time. Glazed doors and sashes shall be given the specified coating system within 3 weeks of the time they are glazed, but not before the glazing material has set; paint shall overlay glass about 70 mils all around. Each varnish coat shall be sanded lightly prior to application of subsequent coats.

#### 3.4.4 Timing

Surfaces that have been cleaned, pretreated, and otherwise prepared for painting shall be given a coat of the specified first coat as soon as practical after such pretreatment has been completed, but prior to any deterioration of the prepared surface. Sufficient time shall elapse between successive coats to permit proper drying. This period shall be modified as necessary to suit weather conditions. Oil-based or oleoresinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause the undercoat to lift or lose adhesion. Manufacturer's instructions for application, curing and drying time between coats of two-component systems shall be followed.

#### 3.4.5 Ferrous-Metal Primer

Primer for ferrous-metal shall be applied to ferrous surfaces to receive paint other than asphalt varnish prior to deterioration of the prepared surface. The semitransparent film applied to some pipes and tubing at the mill is not to be considered a shop coat, but shall be overcoated with the specified ferrous-metal primer to application of finish coats.

### 3.6 SURFACES TO BE PAINTED

Surfaces listed in the painting schedules at the end of this section, other than those listed in paragraph SURFACES NOT TO BE PAINTED, shall be painted as scheduled.

### 3.7 SURFACES NOT TO BE PAINTED

Stainless steel shall not be painted. In addition, surfaces of hardware, fittings, and other factory-finished items shall not be painted.

### 3.8 CLEANING

Cloths, cotton waste and other debris that might constitute a fire hazard shall be placed in closed metal containers and removed at the end of each day. Upon completion of the work, staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint and other deposits on adjacent surfaces shall be removed and the entire job left clean and acceptable.

### 3.9 PAINTING SCHEDULES

The following painting schedules identify the surfaces to be painted and prescribe the paint to be used and the number of coats of paint to be applied. All surfaces in this contract shall be deemed to be exterior.

#### EXTERIOR PAINTING SCHEDULE

<u>Surface</u>	<u>First Coat</u>	<u>Second Coat</u>	<u>Third Coat</u>
New and Existing ferrous metals, galvanized metals and non-ferrous metals and exterior surfaces of piping.	High-Build, two-component, polyamide-catalyzed epoxy containing 3.08 pounds per gallon VOC maximum 1 coat, 3-5 mils Dry Film, Thickness (DFT). Coating shall be ANSI/NSF 61 potable water approved.	High-build, two-component, polyamide-catalyzed epoxy containing 3.08 pounds per gallon VOC maximum 1 coat, 4-6 mils DFT. Coating shall be ANSI/NSF 61 potable water approved.	None
Galvanized metal, and non-ferrous metal; non-submerged, Aluminum in contact with dissimilar metals.	High-build, two-component, polyamide catalyzed epoxy; containing 3.08 pounds per gallon VOC maximum. One coat, 2-3 mils DFT, 240-360 square feet per gallon.	Eight-two Percent volume solids, high-build, two-component, cycloaliphatic amine-catalyzed epoxy coating, containing 1.36 pounds per gallon VOC maximum. One coat, 4-6 mils DFT, 175-260 square feet per gallon.	None

-- End of Section --

PRICE SCHEDULE

Item No.	Description	Amount
<u>BASE BID</u>		
0001	All costs in connection with the Replacement of Falls Church Valves, complete as shown on the drawings and specified. \$ _____	
TOTAL BASE BID AMOUNT \$ _____		